

**STATE OF GEORGIA
DEPARTMENT OF NATURAL RESOURCES
ENVIRONMENTAL PROTECTION DIVISION**

RE: Sterigenics U.S. LLC
2971 Olympic Industrial Drive SE, Suite 116
Atlanta, GA 30339
Cobb County

Order No. EPD-AQC-_____

CONSENT ORDER

WHEREAS, Sterigenics U.S. LLC (hereinafter ~~the~~ “Respondent”) ~~presently owns and~~ operates an ethylene oxide and propylene oxide sterilization facility (hereinafter the “Facility”) in Atlanta, Cobb County, Georgia; and

AUTHORITY

WHEREAS, under the “Georgia Air Quality Act” as amended O.C.G.A. § 12-9-1 et seq. (hereinafter the “Air Quality Act”), the General Assembly of Georgia designated the Director of the Georgia Department of Natural Resources, Environmental Protection Division, (hereinafter the “Director” and “Division”) to administer the provisions of the Air Quality Act; and

WHEREAS, the Rules for Air Quality Control, Chapter 391-3-1, as amended, (hereinafter the “Rules”) are authorized under O.C.G.A. § 12-9-5 of the Air Quality Act, were promulgated in accordance with the Administrative Procedure Act and are effective; and

WHEREAS, O.C.G.A. § 12-9-6 of the Air Quality Act assigns the Director the power to issue permits stipulating in each permit the conditions or limitations under which such permit was issued and the power to issue orders as may be necessary to enforce compliance with the provisions of the Air Quality Act and all rules and regulations promulgated there under; and

WHEREAS, O.C.G.A § 12-9-6(b)(14) of the Air Quality Act provides that the director shall have and may exercise the power and duty to encourage voluntary cooperation by persons and affected groups to achieve the purposes of the Air Quality Act; and

HISTORY

WHEREAS, the Director issued Air Quality Permit No. 7389-067-0093-S-05-0 (hereinafter the “Permit”) to ~~the~~ Respondent on May 27, 2014, as amended, for the operation of the Facility; and

WHEREAS, Permit Condition 8.1 stipulates that at any time that the Division determines that additional control of emissions from the Facility may reasonably be needed to provide for the continued protection of public health, safety and welfare, the Division reserves the right to amend the provisions of the Permit pursuant to the Division’s authority as established in the Air Quality Act and the Rules adopted pursuant to that Act; and

WHEREAS, to the extent that the Division can ascertain, ~~the~~ Respondent is currently operating the Facility in compliance with the Permit and all applicable Federal and State air regulations; and

WHEREAS, in late 2016, U.S. Environmental Protection Agency (hereinafter “US EPA”) determined that ethylene oxide was a carcinogen and updated their risk calculations. In August 2018, US EPA released the 2014 National Air Toxics Assessment (hereinafter “2014 NATA”). While previous NATAs had not shown elevated cancer risk from ethylene oxide in Georgia, the 2014 NATA identified some census tracts in Georgia requiring further study, with potentially elevated cancer risks due to ethylene oxide emissions. Two of the census tracks requiring further study are located close to the Facility; and

WHEREAS, the Division requested updated information from the Company in order to conduct a modeling analysis to better characterize the ethylene oxide concentrations in areas surrounding the Facility. In June 2019 the Division completed its modeling analysis of emissions from the Facility, which indicates that risk from ethylene oxide concentrations in residential areas near the Facility does not exceed 100-in-1 million (1 in 10,000), which the US EPA uses in regulations as a general guide for determining the maximum acceptable lifetime cancer risk; and

WHEREAS, the Division requested additional reductions in ethylene oxide emissions at the Facility to occur as expeditiously as possible; and

WHEREAS, ~~the~~ Respondent has committed to take further voluntary measures at the Facility to reduce emissions from the Facility; and

WHEREAS, on July 30, 2019, ~~the~~ Respondent submitted a permit application 27153, which describes the planned modifications to the Facility, which include:

- Routing the vacuum pump emissions from the Ceilcote scrubber stack to the AAT scrubber, which will further reduce vacuum pump emissions by 99%;
- Routing the AAT stack emissions to one of the 80-foot roof stacks;
- Installing a fugitive emission capture system and routing all indoor emissions through a new dry-bed system. Emissions from the dry beds will be routed to the second 80-foot roof stack; and

WHEREAS, the permit application included an Air Toxics Ambient Impact Assessment; and

CONDITIONS

WHEREAS, both ~~the~~ Respondent and the Division agree to the permit condition modifications and additional emission reductions as described in the terms and Conditions of this Order; and

NOW THEREFORE, before taking any testimony and without adjudicating the merits of the parties' position in this matter, and without admission or assignment of liability by or to ~~the~~ Respondent, the parties hereby resolve the issues in this case by agreement and upon the order of the Director and the consent of ~~the~~ Respondent as follows:

1. ~~Within~~ As soon as possible and, in any case, within 30 days of execution of this Order, ~~the~~ Respondent shall commence construction on planned modifications to the Facility and provide to the Division written notification of the date on which construction will commence accompanied by a detailed schedule for construction completion. Additional time may be added to the schedule for any delays in obtaining all required permits and authorizations from local ~~municipalities~~ governmental entities. A written report providing a description of any such delays will be submitted to the Division within seven days of such occurrence.

2. All equipment listed in permit application 27153 shall be installed and operational within ~~24~~²⁶ weeks of commencing construction.
3. Within ~~60~~³⁰ days of execution of this Order, ~~the~~ Respondent shall provide a Work Practice Plan for immediate implementation, ~~or upon construction of new control equipment, where applicable~~. If, upon review of the Work Practice Plan, the Division determines that changes should be incorporated, the Division shall notify ~~the~~ Respondent in writing and ~~the~~ Respondent shall incorporate those changes into the Work Practice Plan within fifteen days. The plan shall provide for the following:
 - a. More frequent monitoring of both the existing and new dry-bed systems;
 - b. Details of work practices adopted to minimize fugitive emissions and enhance fugitive emission capture; ~~and~~
 - c. Initial and annual training on the work practices for each applicable employee; ~~and~~;
 - d. Any additional work practices that relate to new control equipment associated with permit application 27153, which additional work practices shall be implemented upon construction of the new control equipment.

Addresses. Correspondence and other submissions to be made to the Division shall be addressed to: Sean Taylor, Program Manager, Stationary Source Compliance Program, 4244 International Parkway, Suite 120, Atlanta, Georgia 30354. Correspondence to Respondent shall be addressed to: Kathleen Hoffman, Senior Vice President – Global Environmental, Health & Safety and Technical Services, 2015 Spring Road, Suite 650, Oak Brook, IL 60523 and, separately as well to: Daryl Mosby, General Manager, 2971 Olympic Industrial Drive SE, Suite 116, Atlanta, GA 30339.

Permit Compliance. This Order does not relieve Respondent of any obligations or requirements of the Permit except as specifically authorized herein,³ which authorization shall be strictly construed.

Time of Essence. Time is of the essence of this Order. Upon it becoming effective, Respondent shall promptly commence its undertakings required herein and shall diligently pursue the accomplishment thereof.

Required Submissions. Upon the submission of any plan, report, or schedule, or any modified plan, report or schedule, required by this Order, the Division shall review the submission to determine its sufficiency. The Division shall notify ~~the~~ Respondent in writing whether the submission is approved or disapproved.

If the Division determines that the submission is disapproved, it shall provide Respondent with a written notice of the deficiencies of the submission. ~~The~~ Respondent shall have thirty (30) days from the issuance of the Division's notice of deficiency to modify the submission to correct the deficiencies and resubmit it to the Division. If Respondent does not agree with the Division's initial determination, Respondent shall submit in writing to the Division the grounds for its objection(s) within fifteen (15) days from the issuance of the Division's notice of deficiency. The parties shall confer in an attempt to resolve any disagreement. If no such resolution is reached within thirty (30) days from the date of Respondent's written objection(s), Respondent shall be required to modify its submission in accordance with the Division's comments.

Notwithstanding the foregoing, the failure of Respondent to provide the Division with an ultimately approved submission on or before the specified due date, may, in the sole discretion of the Director, be deemed a violation of this Order. Upon approval by the Division, all submissions required by the terms of this Order are incorporated by reference into, and made a part of, this Order. Except as may be provided by this Order, noncompliance with the contents of such approved submissions shall be deemed noncompliance with this Order.

Division approval of any submission required by this Order is not intended as, nor shall such approval be construed as, certification by the Division that compliance with relevant state and federal laws, regulations, and permits will thereby be achieved, and such approval by the Division shall not

provide Respondent with a defense to an enforcement action taken by the Director pursuant to violations of the same. Division approval of any submission is strictly limited to the technical aspects of the submission and is not intended as, nor shall it be construed as, approval or acceptance of any statements, assertions, or representations of fact, of opinion, or of a legal nature that are contained in the document.

Force Majeure. Failure to complete a condition mandated by this Consent Order within the time period specified may be excused and not subject Respondent to ~~further~~ enforcement action if the failure is the result of a force majeure event as identified below and Respondent complies the requirements set forth below. Respondent shall have the burden of proving to the Division that it was rendered unable, wholly or in part, by Force Majeure to carry out its obligations.

The term “Force Majeure” as used herein shall be limited to the following: Act of God; strike, lockout, or other labor or industrial disturbance not caused by an unfair labor practice by ~~the~~ Respondent; act of the public enemy; war; blockade; public riot; fire; storm; flood; explosion; failure to secure timely and necessary federal, state, or local approvals or permits, provided such approvals or permits have been timely and diligently sought; or other delay caused by unforeseeable circumstances beyond the reasonable control of Respondent, its employees, agents, consultants, or contractors, as determined by the Division in its sole discretion. Force Majeure does not include financial inability to perform an obligation required by this Consent Order or a failure to achieve compliance with applicable regulatory permits.

Respondent shall notify the Division verbally within 48 hours (or no later than the beginning of the next business day if the expiration of the 48 hours occurs on a weekend or holiday) from the time Respondent learns, or in the exercise of reasonable diligence should have learned, of any Force Majeure circumstances that may reasonably be expected to cause a schedule or performance delay. Within 10 days of such time, Respondent shall submit to the Division a written notice of as to the anticipated

length (if known) and cause of any delay due to Force Majeure. Failure to so notify the Division shall constitute a waiver of any claim to Force Majeure.

~~The~~ Respondent and the Division agree to negotiate informally and in good faith to identify delays resulting from Forces Majeure. Respondent shall comply with the Division's determination as to the appropriate time period to be excused by Force Majeure, which shall be communicated to Respondent in writing. In the event that any circumstance or series of circumstances cause the schedule to extend over thirty (30) calendar days, Respondent and the Division shall meet formally to assess the overall schedule impact and attempt to mitigate same. Any Force Majeure or Forces Majeure that cause the schedule to extend over sixty (60) consecutive days shall be noticed to the citizens of Atlanta, Smyrna, and Cobb County in a form to be determined by the Division.

If the Division determines that Force Majeure has occurred, the affected time for performance specified in this Consent Order shall be extended for a period of time equal to the delay resulting from such Force Majeure. Respondent shall exercise due diligence and adopt all reasonable measures to avoid or minimize any delay.

Additional Terms. This Order does not waive the Director's right to take ~~further~~ enforcement action against Respondent, or imply that the Director will not take such action, either for (1) ~~the violations alleged herein if Respondent fails~~ failure to fully comply with the conditions of this Order, or (2) violations ~~of not alleged herein based on any other~~ relevant requirements of this Order, the law, rules, and permit(s). Issuance of this Order does not waive the Director's right to use ~~the any~~ violations ~~alleged herein~~, upon sufficient evidence, to show past violations in any ~~subsequent~~ enforcement proceeding.

This Order is executed and entered solely for the purpose of encouraging voluntary cooperation to achieve the purposes of the Air Quality Act ~~resolving and disposing of the alleged violations set forth herein~~ and does not constitute a finding, adjudication, or evidence of a violation of any law, rule, or regulation by Respondent, and, by consenting to this Order, Respondent does not admit to any factual

allegation contained herein or to any violations of State laws. In addition, this Order is not intended to create and it shall not be construed or otherwise deemed to recognize or create any claim, right, liability, estoppel, or waiver of rights in favor of any third-party or parties.

By agreement of the parties, this Order shall have the same force and binding effect as a Final Order of the Director, and shall become final and effective immediately upon its execution by the Director. The parties further agree that this Order shall not be appealable by Respondent, and Respondent hereby waives its right to initiate any administrative or judicial hearing on the terms and conditions of this Order.

Unless modified or terminated by a subsequent order, or otherwise specified in writing by the Director, this Order shall be deemed satisfied and terminated upon full, complete, and timely performance of each and every condition set forth herein.

It is so ORDERED, CONSENTED, and AGREED to this _____ day of _____, 2019.

Richard E. Dunn
Director, Environmental Protection Division

FOR RESPONDENT: Sterigenics U.S., LLC

BY: _____

NAME: _____ (printed)

TITLE: _____

DATE: _____